

SPRINGFIELD WATER AND SEWER COMMISSION

**LICENSE AGREEMENT
SANITARY SEWER MAIN EXTENSION
AND/OR
WATER MAIN EXTENSION**

Revised July, 2010

Agreement made this _____ day of _____ 2010 by and between the SPRINGFIELD WATER AND SEWER COMMISSION (hereinafter referred to as the "COMMISSION"), a body politic incorporate and political subdivision of the Commonwealth of Massachusetts, with its offices at the 250 M St. Ext., Agawam, MA 01001, and

_____ (herein after referred to as "OWNER").

WHEREAS, the Owner has applied to the Commission for permission to construct the following

- _____ length in feet of 8" diameter Sanitary Sewer Main,
- _____ length in feet of 10" diameter Sanitary Sewer Main,
- _____ length in feet of 12" diameter Sanitary Sewer Main,
- _____ length in feet of _____" diameter Sanitary Sewer Main,

and associated structures, as shown on the Plan and Profile entitled:

“ _____ ”

Scale: _____ Date: _____,

prepared by: _____, said Plan and Profile being on file with the Commission.

WHEREAS, the Owner has applied to the Commission for permission to construct the following,

- _____ length in feet of 6" diameter Water Main,
- _____ length in feet of 8" diameter Water Main,
- _____ length in feet of 10" diameter Water Main,
- _____ length in feet of _____" diameter Water Main,

and associated structures, as shown on the Plan and Profile entitled:

“ _____ ”

Scale: _____ Date: _____,

prepared by: _____, said Plan and Profile being on file with the Commission.

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NOW, THEREFORE, in consideration of the grant of this license, the Owner agrees that the installation works shall comply with the Commission's latest version of the Rules and Regulations, Guidelines, Policies, and Specifications; and also meet the following key requirements:

1. To install said work in accordance with the approved Plans reviewed by the Commission.
2. To hire a Commission Approved Contractor(s) to install said work.
3. To notify the Commission a minimum of forty-eight (48) hours prior to commencing any activity, which requires Commission inspections and/or assistance.
4. To ensure all work requiring inspection gets inspected by a representative of the Commission.
5. To begin the installation of sewer and/or water pipe(s) called for on said Plans and Specifications, no later than two calendar years from date of Commission approval of said plans and specifications.
6. To indemnify, defend, and hold harmless the Commission, and all of its officers, agents and/or employees against all suits, claims or liability of every name and nature, for/or on account of any injuries to persons or damage to property arising out of, or in consequence of, any acts of the Owner in the performance of the work covered by this Agreement, whether by it/themselves, or its/their employees and/or sub-contractors, in respect of such injuries or damages sustained during the performance of, prior to the completion and acceptance of the installation, damage to property due to the Owner's construction means and methods, and restoration of property impacted by the Owner's performance of the work covered by this Agreement.
7. By entering into this License Agreement, the Commission makes no representation and grants no privileges or permits to the Owner to enter any private way for the purpose of installing said sanitary sewer and/or water main.
8. Any easements required for the construction, and / or continued operation of water and/or sewer main extensions shall be secured by the Owner, reviewed, and approved as to form and extents by the Commission as part of the License Agreement. Any easements through private property shall be in the name of the Owner during the construction and warranty period. Easements shall be recorded at the Hampden County Registry of deeds. After all mains are approved by the Commission, have completed the warranty period, and have been accepted by the Commission, shall be deeded to the Commission by the Owner. That deed shall be recorded in the Hampden County Registry of Deeds.

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9. The following shall apply with respect to both water and/or sewer main extensions:

- a. A main is approved for use, when the installation of a Public Water Main and/or Public Sewer main has been properly installed, completed, and passed all required inspections and tests according to the Commission’s Guidelines and Policies.
- b. A main is accepted, and become property of the Commission, only after the main installation of a Public Water Main and/or Public Sewer main has been approved for use, the warranty period has ended, and the Commission has received the “As-Built’ plans in according with the Commission’s Guidelines and Policies and any other required certification.

10. To furnish surety for Performance/Payment Bond and Maintenance Bond in the form of a Bond, Letter of Credit, or other Commission approved financial guarantee, made payable to the Springfield Water and Sewer Commission, Performance / Payment Bond (during construction period until all mains approved), in the amount of _____ (\$ _____) dollars.

(Description of Surety)

Maintenance Bond (after construction period from time of all main approvals until end of warranty period – one-year minimum),
In the amount of _____ (\$ _____) dollars.

(Description of Surety)

NOTE: Originals of sureties shall be attached as part of this License Agreement for the Commission.

11. Building sewer connection and sanitary main testing shall proceed as per the Commission’s Guidelines and Policies, with key tasks summarized as follows:

- a. The sanitary main shall be extended from the existing or proposed sanitary manhole at the existing public collection system. The connection between public and private systems shall be plugged until approved by the Commission. Sanitary Wyes for Building Sewer Connections shall be installed integral with the main line construction.
- b. Sanitary building sewer connections shall be stubbed out to street line, capped, braced, and marked at grade level so that all required testing procedures may occur. No Building Sewer Connections may be completed and tied into a service location until the sewer has passed all testing requirements and main is approved in writing by the Commission.

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- c. The Engineer of Record shall be responsible to make adequate field inspections and observations such that the design grade of the pipe is achieved. The Contractor shall be required to relay any pipe sections which do not meet the design intent of the approved plan.
 - d. Upon completion of the sanitary sewer and service stubs, said sewer and manholes shall be tested for infiltration-exfiltration (pressure test).
 - e. A closed circuit television inspection of the sewer main shall be completed after the successful completion of the infiltration-exfiltration testing. Water shall be introduced into the main before the CCTV inspection to determine if pipe sags are present and warrant remediation. Documentation of the results shall be submitted to the Commission by the Owner.
 - f. Upon successful completion of all requirements above and as stated in the Commission's Rules and Regulations, Guidelines, and Policies, the sanitary main extension shall be approved for final connection with Building Sewer Connections. No service connections will be allowed to homes / buildings until the sanitary main is approved for use in writing by the Commission
12. Water main testing shall proceed as per the Commission's Guidelines and Policies, with key tasks summarized as follows.
- a. Upon completion of the water main installation, said water main shall be tested for leaks (pressure test) prior to approval by the Commission.
 - b. Upon successful completion of the leakage test, the water main shall be disinfected with liquid chlorine, flushed, and shall successfully pass two consecutive bacterial tests prior to approval of the water main by the Commission.
 - c. Upon successful completion of all requirements above and as stated in the Commission's Rules and Regulations, Guidelines and Policies, the water main extension shall be approved for final connection with Water Services to buildings.
13. In the event of a failure of water and/or sewer mains under any required testing, the Owner shall direct their contractor to remove and reinstall defective pipes and/or other system components and retest. All installation, repairs, and retesting shall take place at the Owner's expense.
14. If the Owner, or its contractor(s), fails to take needed prompt or corrective action during installation of the sewer and/or water pipe (in the opinion of the Executive Director of the

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Commission or authorized designees), the Commission shall make all repairs necessary or cause the same to be made. The cost for such repairs shall be paid by the Owner.

15. Upon successful completion of all sewer and water main testing requirements and approval of the water and sewer mains by the Commission, a minimum one year warranty period shall commence. If during the warranty period, defects become apparent, the Owner shall direct their contractor to effect repairs and replacements of defective pipes and other system components. Repairs and re-testing shall be required at the discretion of the Commission. The one year warranty period shall restart at the time of the completion of those repairs.
16. As-Built Plans shall be prepared by the Engineer of Record of the water and/or sewer mains constructed as part of the License Agreement. These plans shall be based upon construction phase field investigations and measurements made by the Engineer of Record and certified as to their content for completeness, accuracy, and meeting Commission and DEP requirements. An As-Built Plan Fee shall be paid based upon the Commission Rules and Regulations before construction begins. This fee shall be refunded once the As-built Plan is accepted by the Commission as meeting all requirements and a two mylar copies are supplied to the Commission for their permanent records.

IN WITNESS WHEREOF, the Springfield Water and Sewer Commission and Owner have executed this Agreement on the day and year first above written.

OWNER:

**SPRINGFIELD WATER AND SEWER
COMMISSION:**

Owner Signature

Executive Director Signature

Print Name

Joseph J. Superneau
Print Name

Date

Date

ADDRESS

250 M Street Extension, Agawam, MA 01001
ADDRESS

TELEPHONE

413-787-6256
TELEPHONE